

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

SOPRAMCO CV9 CFL, LLC,

Plaintiff

v.

ANNETTE TIRADO-PÉREZ,

Defendant

CIVIL NO. 09-1862 (JP)

DEFAULT JUDGMENT

The Court has before it Plaintiff's motion for default judgment (No. 12) against Defendant Annette Tirado-Pérez. The motion is **GRANTED**. Upon Plaintiff's motion for judgment, and it appearing from the records of the above-entitled case that default was entered by the Clerk of this Court against Defendant (No. 14), for her failure to plead or file an answer to the complaint, Plaintiff is entitled to a judgment by default. Defendant did file an informative motion advising the Court that she would represent herself pro-se, but did not subsequently file an answer denying or otherwise addressing the allegations of the complaint. Accordingly, Default Judgment is appropriate pursuant to Federal Rule of Civil Procedure 55.

I. INTRODUCTION AND FINDINGS OF FACT

1. On October 11, 2005, Defendant subscribed a mortgage note payable to the order of RG Mortgage, by deed Number 169 before Notary Public Antonio José Cruz-Bonilla in San Juan, Puerto Rico, which was

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subsequently endorsed to the order of Plaintiff, over the following real property:

URBANA: Solar marcado con el número veintisiete guión A (27-A) del bloque "AF" de la Urbanización Venus Gardens Norte, localizado en el Barrio Sabana Llana del municipio de San Juan, Puerto Rico, con un área superficial de trescientos ochenta y un (381.00) metros lineales. En lindes por el NORTE, con el solar número dos (2) en una longitud de doce punto setenta (12.70) metros; por el SUR, con la calle número cuarenta y ocho (48) en una longitud de doce punto setenta (12.70) metros; por el ESTE, con la calle veintisiete (27) en una longitud de treinta (30) metros; por el OESTE, con el solar veintiocho (28) en una longitud de treinta (30) metros.

Plaintiff's mortgage is inscribed at page 290 of book 782 of registry of property of Puerto Rico, Sabana Llana (San Juan section V).

2. Defendant, owner of record of the aforesaid property, has failed to comply with the terms and conditions of the mortgage contract and has refused to pay the stipulated monthly installments, in spite of Plaintiff's demands and collection efforts.

3. Defendant's indebtedness with Plaintiff is:

- a) \$178,432.55 of aggregate principal;
- b) \$13,367.07 of interest accrued as of February 3, 2010, and thereafter until its full and total payment, which amount increases at an annual rate of 6.375 percent;
- c) \$752.68 in late fees; and

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- c) Costs, charges, disbursements, and attorneys' fees in the amount of \$18,560.00, plus expenses and advances made by Plaintiff.

II. ORDERS

IT IS HEREBY ORDERED:

4. Defendant, as debtor of the amounts prayed for in the complaint, is hereby **ORDERED** to pay unto Plaintiff the amounts specified and set forth in the preceding paragraph, paragraph three.

5. Plaintiff in these proceedings may apply to this Court for such further orders as it may deem advisable to its interest in accordance with the terms of this Judgment.

IT IS SO ORDERED.

In San Juan, Puerto Rico, this 26th day of February, 2010.

s/Jaime Pieras, Jr.
JAIME PIERAS, JR.
U.S. SENIOR DISTRICT JUDGE